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ABSTRACT

The collective bargaining agreement between the Northeast Wisconsin Vocational, Technical and Adult Education District Board and the Northeast Wisconsin Technical College Faculty Association, the sole bargaining agent for all certified personnel teaching at least half time at the college, is presented, covering the period between August 24, 1987 and August 23, 1989. The 11 articles in the agreement set forth provisions related to recognition of the bargaining unit; management rights and responsibilities; salaries and benefits; conditions applicable to teaching duties, including faculty workload, transfers and layoff; the academic calendar; leaves of absence; grievance procedures; the use of facilities; a savings clause; and the duration, scope and extent of the agreement. Three addenda include provisions on a field service committee, early retirement and employee insurance. A salary schedule, school calendar and sample evaluation and grievance forms are appended. (BCY)

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MASTER CONTRACT

BETWEEN

THE NORTHEAST WISCONSIN VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT BOARD, GREEN BAY, WISCONSIN

AND

THE NORTHEAST WISCONSIN TECHNICAL COLLEGE FACULTY ASSOCIATION

AUGUST 24, 1987 - AUGUST 23, 1989

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MASTER CONTRACT

BETWEEN

THE NORTHEAST WISCONSIN TECHNICAL COLLEGE
GREEN BAY, WISCONSIN

AND

THE NORTHEAST WISCONSIN TECHNICAL COLLEGE
FACULTY ASSOCIATION

AUGUST 24, 1987 - AUGUST 23, 1989

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PREAMBLE

The Northeast Wisconsin Technical College District Board and the Northeast Wisconsin Technical College Faculty Association wish to declare our mutual intent to work together to achieve our common aims of educational excellence through the collective bargaining procedure. We hereby make this agreement made and entered into effective as of the 24th Day of August, 1987, by and between the Northeast Wisconsin Technical College District Board, hereinafter referred to as the "Employer" or "Board," and the Northeast Wisconsin Technical College Faculty Association, hereinafter referred to as the "Association."

ARTICLE I. RECOGNITION

SECTION A.

IT IS HEREBY CERTIFIED that Northeast Wisconsin Technical College Faculty Association has been selected by a majority of the eligible employees who voted at said election in the bargaining unit consisting of all certified personnel teaching at least 50% of a full teaching schedule at Northeast Wisconsin Technical College, including classroom teachers, librarians, guidance counselors, and other special teachers, but excluding teaching personnel teaching less than 50% of the full teaching schedule, coordinator directors, supervisors, clerical and custodial employees, as their representative; and that pursuant to the provisions of section 111.70, Wisconsin Statutes, said Union is the exclusive bargaining representative of all such employees for the purposes of collective bargaining with the Municipal Employer, or its lawfully authorized representatives, on questions of wages, hours, and conditions of employment.

SECTION B.

The Association shall have the right to appoint a teacher representative on any committee, agency, or other such body established by the Employer calling for NWTC teacher representation.

SECTION C.

The Employer shall make available to the Association upon its request any and all information, statistics, and records which are in the public domain that the Association may deem to be relevant to negotiations or the necessary processing of grievances.

SECTION D.

The Employer or its representatives shall meet as mutually agreed upon, bimonthly if possible, with representatives of the Association to discuss matters of educational policy and development which relate to wages, hours, and conditions of employment and all other matters relating to the implementation of this agreement.

SECTION E.

The Employer shall permit representatives of the Association's parent organizations to visit schools for any purpose relating to the terms and conditions of this agreement. If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program. Representatives shall notify the school administrator of their presence.

SECTION F.

Whenever members of the Association are scheduled by the parties to participate during working hours in conferences, meetings or negotiations respecting the collective bargaining agreement, said members shall be released, with pay; however, every effort shall be made to schedule negotiations at other than regular working hours.

SECTION G.

The union agrees that union business shall be conducted off the job. Officers of the union shall be given time off from assigned duties to conduct such business if an agreement can be reached in each circumstance indicating that the educational program will not be displaced by any abuse.

Any particular agreement shall not be construed as setting a precedent. However, this shall not restrict a union steward from processing a grievance at the pertinent steps of said grievance as outlined in Article VII, B., 8, nor shall this article change the right agreed to in Article V., B.

SECTION H.

Faculty Association meetings including meetings of the whole organization, committee meetings, council meetings, and any other meetings of similar nature are to be conducted at times clearly outside the hours normally used in making instructional assignments.

SECTION I. FAIR SHARE AGREEMENT

The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, members and non-members, fairly and equally and all employees in the bargaining unit shall be required to pay, as provided in this section, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's Constitution and By Laws.

Effective thirty (30) days after the date of initial employment of an employee or thirty (30) days after the opening of school in the fall semester, the District shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the costs of representation by the Association, as provided in Section 111.70 (1) (h), Wis. Stats., and as certified to the District by the Association, and pay said amount to the treasurer of the Association on or before the end of the month following the month in which such deduction was made. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

1. For purposes of this Section, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to the Membership Dues Check-off Provision of this Agreement or paid to the Association in some other manner authorized by the Association. The Association shall notify the District of those employees who are exempt from the provisions of this Section by the 15th day of September of each year, and shall notify the district of any changes in its membership affecting the operation of the provisions of this Section thirty (30) days before the effective date of such change.

2. The Association shall notify the District of the amount certified by the Association to be the fair share of the costs of representation by the Association, referred to above, two weeks prior to any required fair share deduction.

The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District of any change in the amount of such fair share costs thirty (30) days before the effective date of change.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the fair share amount certified by the Association as to the cost of representation and to receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association.

The Association does hereby indemnify and shall save the district harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Section (fair share agreement), and in reliance on any lists or certificates which have been furnished to the District pursuant to this Section; provided that the defense of any such claims, demands, suits or other forms of liability be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this section (fair share agreement) through representatives of its own choosing and at its own expense.

ARTICLE II. MANAGEMENT RIGHTS RESERVED

The Employer, unless otherwise herein provided, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Wisconsin, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as they relate to their employment.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, to relieve from duty because of lack of work, to discipline, demote, suspend, non-renew, or dismiss for proper cause, and transfer all employees.

3. To establish the curricula, programs of instruction including special programs, the course of study required subject to the provisions of applicable laws and directives from the state board; and to develop or cause to be developed, administer or cause to be administered those evaluations of the curricula, programs, courses required to determine educational level, quality, efficiency, and/or relevance as deemed necessary or advisable by the Employer.

4. To establish co and/or extra-curricular activities or programs for the enhancement of student and faculty life as deemed necessary or advisable by the Employer.

5. To establish and/or regulate the means and methods of instruction, the selection of textbooks and other teaching materials.

6. To establish and/or regulate class schedules, hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and Wisconsin Statutes, Section 111.70, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin, and the Constitution and laws of the United States.

It is understood that the Board may file for a Declaratory Ruling on any items claimed permissive prior to the effective date of any law changing permissive subjects to mandatory subjects is enacted and becomes law. If the item is ruled to be permissive, such item shall be removed from the contract.

ARTICLE III. SALARY AND WELFARE

SECTION A. SALARY

1. Salary Schedule General Information

   a. The salary schedule, Appendix A, shall be adhered to for all teachers

   b. Initial employment of any teacher above the appropriate step on the salary schedule shall be determined by mutual agreement of the Association and the Employer.

   c. The placement of employees on the appropriate step of the salary schedule for the first year of this Master Agreement shall include appropriate advancement with respect to placement under the previous Master Agreement. The placement of employees on the appropriate step of the salary schedule for the second year of this Master Agreement shall include appropriate advancement with respect to placement under the first year of this Master Agreement. No such movement is implied for subsequent agreements.

   d. For work performed beyond the hours specifically stated in this agreement (35 hours per week), the rate of remuneration shall be an additional 1/1330 of the teacher's current salary for the 36th through 40th hours per week. This formula shall be prorated for a short work week. For work performed beyond 40 hours per week, the rate of remuneration shall be one and one-half times the normal rate of pay. (Does not apply to courses offered under the Field Services, which is extra-contractual).

   e. Approved credits and approved work under this section shall mean prior approval by the Employer.

   f. Approved credits beyond Master Craftsman and Master's shall accumulate to a total of +8, +16 and +24 credit columns and paid per the agreed salary schedule. (Appendix A).

   g. Eligibility for credit on the teaching salary schedule shall be granted to those persons who begin work after the beginning date of the first semester but prior to or at the beginning date of the second semester. Persons who begin work after the beginning date of the second semester shall not be eligible for such schedule placement.

2. Salary Schedule - Horizontal Movement and Higher Degrees

a. Credits to satisfy the schedule beyond the Bachelor's, Master Craftsman, and Master's degrees must be of graduate status. Undergraduate credits directly related to the teacher's work may be allowed if approved by the Director or designee in writing in advance of enrollment in the course.

b. Credits approved for work toward a higher degree shall be in effect for pay periods coinciding with the time requirement for the higher degree established by the issuing institution. In the event that the higher degree is not completed within the allotted time and in the event an extension is not granted by the issuing institution, then all credits granted and applicable under this section shall be reviewed. Credits for those courses which are not applicable to the instructor's assignment shall be dropped. Credits which are applicable to teaching duties shall be retained. The salary schedule placement level will be adjusted, if required, to reflect the new total credits still deemed applicable.

c. Master Craftsman Classification - The Master Craftsman classification is designed to recognize the specialized technical skills possessed by instructors. Entry into or placement on the Master Craftsman level is limited to the following instructors:

- Those with less than a bachelor's degree.

- Those for whom no master's degree is available or if available cannot reasonably be expected to be attained because of excessive travel factors, or if it is mutually determined that the requirements of the Master Craftsman are more responsive to the needs of the school, and shall be attained upon completion of an accepted combination of work hours and educational attainment.

A two-part application is required. Changes in the course of activities outlined in the application may be made from time to time by mutual agreement. Rejection of any part of the application or program shall require a written reason/-rationale. (See Appendix H for Part I and Part II application forms).

To attain the Master Craftsman classification, the instructor must complete all credits required for certification and 24 approved credits, either graduate or undergraduate level, as outlined in the application forms in Appendix H.

d. Master's Degree Classification -- A Master's Degree for application to the salary schedule must be in the teacher's area of instructional assignment.

A Master's Degree in vocational adult education-teaching, emphasizing the teacher's instructional area, may be allowed in the event a specific degree is not available.

Prior approval shall be obtained for placement into the Master's Degree classification.

This provision shall apply to all instructors hired subsequent to the 1975-76 school year. It shall also apply to instructors hired prior to the 1975-76 school year who do not possess a Master's Degree and who are not recognized candidates for a Master's Degree as of the date of ratification of this agreement.

3. Method of Payment

a. Annual salary divided by 24.

b. Payments will be made on the 15th and last day of the month. The summer check to be on the last records day of the academic year.

c. Employees whose work year varies from the normal 2-semester work period shall have their contract salaries in equal installments on a twice-monthly system per "b." above.

d. Optional payment method, academic year, teacher's only:

Academic year teachers may, by written notice made in January, elect the following payment plan for the following year. Their annual teaching contract salary divided by 20, with payments to be made per "b." above.

SECTION B. WELFARE BENEFITS

1. The Board agrees to provide a health insurance program for the full contract year and shall pay the total single premium of full-time teachers if a single plan is elected, and that amount plus 95% of the added premium if a family plan is elected. Those teachers terminating employment during the teaching days of the full contract year shall cease to receive the benefit on the effective date of termination.

2. The Board agrees to provide a long-term disability insurance program on previously agreed terms for the full contract year. (The Board will pay the total premium which is .52% of the individual instructor's contract salary during the life of this agreement).

3. The Board agrees to provide a dental insurance program for th full contract year, and shall pay the single premium of full-time teachers if a single plan is elected, and that amount plus 95% of the added premium if a family plan is elected. Those teachers terminating employment during the teaching days of the full contract year shall cease to receive the benefit on the effective date of termination.

4. Health, dental, and group long term disability insurance benefits are not precluded as negotiable items with respect to future agreements regardless of the expiration date of the insurance contract between the employer and the insurance carrier.

5. The Board agrees to provide, at no cost to the teacher, term life insurance in the amount of $50,000.

6. All benefits paid to full-time teachers shall also accrue to part-time teachers based on a percentage of their working time compared to the working time of full-time teachers. A part-time teacher is defined as half-time or more for a contract year.

7. The Board shall pay 6% of the teacher's 1987-89 contract salary as part of the teacher's contribution to the Wisconsin State Teachers' Retirement System. Teachers shall retain full vesting rights to these contributions as stated in the State Statutes.

8. Employees on workmen's compensation benefits shall suffer no loss of salary benefits or sick leave accumulation for injury sustained in the employ of the Northeast Wisconsin Technical College District and the Board shall pay the difference between salary and workmen's compensation benefits.

9. Retiree's shall have the option of remaining under the District health and welfare insurance as allowed by the carrier for a period of three years including any statutory time from the time of retirement. This option shall be extended to the spouse of a retiree who dies during this period for the remainder of the option period. This option shall also be extended to a survivor of a staff member for a period of three years from the date of death of the staff member. In all cases the person selecting the option shall pay the premium and shall exercise said option within 60 days of the initial qualifying date.

SECTION C. PROFESSIONAL GROWTH

1. The employer agrees that all proper expenses for any conference, authorized field trip, class purposes, and school business for which the employee has authorization by the employer may be reimbursed to the employee upon presentation of necessary vouchers; the authorization will indicate whether the employer or employee will pay the expenses. Attendance at conferences, authorized field trips, travel for class purposes, and school business wherein neither the teacher nor the employer have control over the complete schedule or any conference, field trip, travel for class purpose or school business which may be proposed by the teacher shall be exempt from the daily work span and lunch hour provisions of this agreement.

2. The Board agrees to allow each teacher to attend educational conferences related to the teacher's teaching assignment, as mutually agreed.

3. A standing joint committee will explore and promote professional growth of the District staff. Members are to be appointed by October 15 or within 30 days after signing a contract.

SECTION D. TRAVEL

The Employer agrees that all approved mileage incurred on a monthly basis as a result of a teacher's regular assignment shall be reimbursed at $.23 per mile, after presentation of the necessary Travel Statement.

ARTICLE IV. CONDITIONS APPLICABLE TO TEACHING DUTIES

SECTION A. SENIORITY

1. For the purpose of this contract, seniority is defined as the length of continuous service in the bargaining unit.

2. A list shall be maintained by the Director showing seniority of each member of the bargaining unit, and a copy shall be forwarded to the bargaining representative. Such a list shall include names, addresses, and area of teaching.

SECTION B. PROGRAM ASSIGNMENT

1. Teachers will express in writing to their school administrators their positive preferences in teaching and extracurricular assignments. Such requests must be submitted at least three months prior to the beginning of the semester for which the requests are made. Qualifications being equal, seniority shall prevail; and seniority shall prevail on selection of shifts due to extended work day or extension of week. The right to request teaching and extra-curricular assignments does not extend to teachers on probationary status.

2. Where a teacher has developed a course based on an original idea, that teacher shall have priority to teach, and management shall have priority to assign that course to the developing teacher for four (4) years, provided state certification requirements are met. Where a teacher is assigned or bids for a course development project developed by management, that teacher shall have priority to teach or management shall have priority to assign that course to the developing teacher for two (2) years, provided state certification requirements are met.

3. All requests for program assignment shall remain in effect for the current school semester.

4. No teacher shall be subject to assignments other than those specified in his area of certification except by mutual consent.

SECTION C. TRANSFERS

1. On requests for transfer, qualifications being equal, seniority shall prevail.

2. Requests for transfer regardless of qualification will not be available to an instructor unless there is a vacant position. However, this provision is not applicable if there is a layoff, in which case Article IV, Section F shall apply.

3. Involuntary Transfers: If a position is not filled after normal bid procedures, the employer shall have the right to appoint the least senior, qualified person to fill the position.

SECTION D. FEDERALLY/AGENCY FUNDED STAFF

1. Instructors employed to teach in programs and/or courses requested by and/or funded by high schools and public or private agencies other than the employer, shall, in the event of cessation of such request or funding, be considered for employment in a position for which they are qualified, though employment is not guaranteed.

2. Such employees shall not have the right to transfer to any open position, and shall not accrue seniority while in the temporary position. Salary schedule placement shall be continuous if a transfer occurs from the temporary position to a permanent position.

3. This provision shall not apply to full-time staff hired prior to the ratification of the 1976-77 agreement, nor to any full-time instructor transferred into a temporary position. Such employees shall retain and accrue seniority according to the provisions of this contract.

4. If it is determined that due to a lack of requests/funding or work, one or more employees shall be laid off; layoff shall be of the least senior employee within the project/funded area, so long as the remaining work force is certified to perform the remaining work. Recall of employees properly certified shall be by seniority. Rights to recall shall continue for a period of six months from the date of layoff.

5. Activities associated with these positions are such that flexible schedules may be necessary, including extended day and extended work week assignments.

6. The employer shall provide the Association with a list of all positions and employees covered under this provision.

SECTION E. POSITION OPENINGS

1. The following procedure shall govern the appointment to available positions within the District:

   a. The administration shall prepare and make available to the Association a table of organization and a description of the qualifications required and duties for all professional positions within the District.

b. A list of all vacancies and the qualifications for such positions must be made available in advance to the professional staff. In the event of a vacancy, there shall be a minimum notification of fifteen (15) days prior to the filling of such vacancy and a copy sent to the bargaining representative.

c. All eligible personnel applying for these vacancies must be considered and notified of the result of such considerations. Teachers within the District will be given preference for positions within the unit certification when qualifications are equal, and a copy will be sent to the bargaining representative when final notification is made.

2. Notice of vacancy occurring during the summer shall be mailed/sent to the bargaining representative and those staff members who request such notices be forwarded.

3. All qualified personnel may apply for openings within the District. Qualifications being equal, seniority shall prevail for openings within the unit certification.

4. New teaching positions and vacancies shall be subject to bid, and in all cases the senior qualified instructor shall be entitled to priority. In the case where a position is filled by a transfer through bidding, the subsequent posting of the new vacancy shall be for a period of five (5) business days.

SECTION F. LAYOFF

The definition of layoff shall be a reduction of workload from full-time status to less than 85% or a reduction of workload of part-time employees to less than 50%.

1. Certification

a. For the purpose of displacement and reassignment under this section, an instructor must be certified in the program or academic area for which he/she is to work. An instructor is certified in a program or academic area if he/she holds a Standard Life Certificate in that program or academic area; or if he/she holds a Standard Five Year Certificate in that program or academic area, or if he/she holds a Provisional Certificate in a program area and has at least two years occupational experience within that area during the prior eight years; or if he/she holds a Provisional Certificate in an academic area and has at least thirty credits in that academic area.

b. For the purposes of displacement, certification must be on file with the District on the day preceding the date of notification for layoff.

c. For the purposes of recall, certification must be on file with the District two weeks prior to the beginning of a normal academic semester for recall to positions during the time period from the beginning of that semester to the day prior to the beginning of the subsequent academic semester.

2. Notification

a. The date of notification for layoff will be May 15 for regular academic year activities and ninety days prior to the beginning of an off-cycle program.

b. Layoff shall be on a seniority basis. Written notice of layoff shall be given to the least senior individual in the area where layoff is to take place. When seniority of two or more staff is identical, the Board and the Association shall meet to determine the less senior by random selection. For the purposes of layoff, seniority shall be determined by the length of continuous service to the District in the bargaining unit. A break in service shall occur upon termination of bargaining unit employment with the District.

c. Written notice of a contemplated layoff shall be given to the Faculty Association by the notification date. Written notice of a contemplated layoff shall be given to the affected individual by the notification date, except where less time is provided as a result of the implementation of displacement. Where notice is not provided personally, it shall be provided by certified letter.

3. Displacement

a. A staff member who receives notification of layoff may displace the least senior member in a program area or academic area for which he/she is certified.

b. If a staff member holds certification in more than one area, he/she must displace the least senior person among those areas.

c. A full-time staff member who displaces the less senior full-time staff member through this process shall be assigned a full load.

d. A full-time staff member who displaces the less senior part-time staff member through this process shall be assigned a full load.

e. A more senior part-time instructor may displace the less senior employee, whether part-time or full-time.

f. The staff member who receives the initial notice of layoff has fifteen days from the notification date to notice the District whether he/she wishes to displace a less senior instructor. A staff member displaced by this procedure shall have seven days to notify the District whether he/she wishes to displace.

g. Displacement into positions covered by Article IV, Section D. are excluded from this displacement procedure.

h. Displacement shall be on a position only basis.

4. Reassignment

a. Available work for reassignment consists of day and evening courses for which the fourth digit of the course number is a 1, 3, or 5, or counseling, GED, GOAL, and ABE activities.

b. Staff who are to be laid off shall be assigned available work in the District in areas for which they are certified.

c. After cancellation of assignments at the end of the third week of a semester, a determination of semester load shall be made.

i. If the result is a semester load of at least 85%, the staff member shall receive full pay and benefits.

ii. If the result is a semester load of at least 50%, but less than 85%, the staff member shall receive prorated pay and benefits.

iii. If the result is a semester load of less than 50%, the staff member shall be on layoff status, effective at the beginning of the semester.

5. Recall

a. Recall rights for an employee on layoff status shall continue for a period of twenty-four calendar months. At the end of said period, the staff member shall be dropped from the rolls of the District, and any further rights shall be terminated.

b. An employee on layoff shall be recalled by certified letter. An employee will forfeit any recall rights if he/she declines or fails to respond within ten days of receipt of notice of recall.

c. Staff on layoff status shall be allowed to continue health insurance within the District group plan, as allowed by the carrier, for a period of twenty-four months from date of layoff at the employee's expense, inclusive of the statutory requirements.

d. No staff member shall be prevented from securing other employment during the period of layoff. The District agrees to employ any staff member who reports to recall. The District agrees not to object if a staff member on layoff refuses to accept a contract with another District.

e. Staff who have been laid off will be offered re-employment in order of seniority to positions for which they are certified.

f. Employees shall be offered an annual contract equivalent to the last contract held within the restrictions of (3e, h), for a period of two years, after which time the teacher shall be offered a contract equivalent to the work load held two years after the initial layoff or reassignment of work took place.

SECTION G. TEACHING ASSIGNMENTS - LOAD

1. Teaching assignment shall be as follows:

		50 MIN. PERIODS.
Group I Course		30
Group II Course		26
Group III Course		24
Group IV	1 50 minute period/session	21
	2 50 minute periods/sessions	22
Group V Activities		35

2. Probationary instructors' load: Probationary instructors may be assigned orientation activities under the Group V classification and, in addition, first-year instructors shall receive one period per week of Group V load for unassigned orientation activities.

SECTION H. OVERLOAD, UNDERLOAD

1. Overload assignments: Where unavoidable overload teaching assignments occur, adjustments in subsequent assignments may be made to reflect a total, yearly, average teaching assignment that does not exceed those limits identified. Where overloads exist after adjustments, payment shall be made on the prorated basis as provided by the salary schedule. However, overload beyond 115% shall be reduced to 115% for averaging purposes by payment of the excess overload percentage at the end of the incurred semester.

2. Underload Assignments: Where unavoidable underload teaching assignments occur, adjustments in subsequent assignments may be made to reflect a total, yearly, average teaching assignment that does not exceed those limits identified above. In the event that adjustments in teaching assignments cannot be made, or in lieu thereof, underload teaching assignments may be adjusted by making

special assignments as identified by the Board or its representative within the scope of the instructor's area of competency or certification except as mutually agreed.

SECTION I. TEACHING ASSIGNMENT TERMS AND CONDITIONS

1. Teaching Assignment

a. Period: A period is a 50-minute unit of time which is devoted to instruction, supervision, or direction of students or student activities.

b. Class: A class is a scheduled meeting between the instructor and the student which is devoted to instruction, supervision, or direction of students or student activities regardless of the number of periods involved.

c. Group I Course: A class in a block of time usually two or more periods in length. Formal presentations or demonstrations are not usually a part of the class, and emphasis is on development and reinforcement of student skills. The class content requires little or no preparation on the part of the instructor for the organization of student activities. The instructor assigns activities to the individual student and advises and assists the students in their skill development. Most evaluation is done by the instructor during class time.

d. Group II Course: A structured class in a block of time usually two or more periods in length. Usually no formal presentation or demonstration is given for the full time allotted to the class, although some presentations or demonstrations may be included. Emphasis is upon student activity which develops skills. The class content requires minimum pre-class preparation on the part of the instructor for the organization of student activities and course materials and the presentation of subject matter. The instructor assigns activities to the individual student and assists and advises the students in their skill development. Most of the evaluation is done by the instructor in the class, although a portion of the correction or checking may be accomplished beyond class time.

e. Group III Course: A structured class in a block of time one or more periods in length. A presentation or demonstration may be given as part of the class, and the emphasis is upon student participation to learn and apply the concept and principles during class time. Class content requires moderate pre-class preparation on the part of the instructor of subject matter, the organization of class materials, and

student activities. The instructor primarily supervises and assists the students during the class activities. A moderate amount of the evaluation is done by the instructor beyond class time, although a portion of the correction or checking may be accomplished in the class.

f. Group IV Course: This group is usually one period in length consisting of informative presentations for the purpose of instruction. It can be followed by discussion. The content of the presentation requires considerable preclass preparation on the part of the instructor for the organization of course materials and the presentation of subject matter. The instructor is consistently the most active member of the class and controls the student activities. Most of the evaluation of the results of student activities is done by the instructor beyond class time.

g. Group V Activities: Group V Activities are non-teaching activities which are assigned as part of the instructor's workload. These assignments are for the improvement, promotion, and enhancement of the total educational program. This classification includes new program development, special committee work, assigned in-service courses and activities, instructional and curriculum projects, laboratory and shop maintenance, and time for travel to conduct assigned activities.

h. Group IV Load Preparation Limit: The Group IV load is defined as 21 contact periods for one preparation; 20 contact periods for two or three preparations and 19 contact periods for four or more preparations. For the purposes of determining load, two or more sections of the same class of three or more associate degree credits, or two or more vocational credits shall be counted as separate preparations if the two sections begin at least eight (8) weeks apart.

2. Course Classification

The Classification or reclassification of a course will be accomplished following the general guidelines:

a. The initial classification of a new course will be made based upon information provided in the course outlines concerning student and instructor activities, responsibilities, and requirements based upon the approved definition that is in effect as well as the credit or course value assigned. Any instructor suggestions and recommendations are to be submitted through the Instructional or Area Supervisor with the recommendation of the divisional coordinator.

b. Reevaluation of the existing course classification is to be made for implementation not earlier than the next semester the course is taught. Reevaluation will consider the information provided on the existing outlines of instruction as noted in a. above, as well as actual observation of the classroom activities, evaluation of the instructor's expectation of the student, stated student responsibilities, revised course outlines with restated objectives, and revised credit assignments if required. Course changes involving more than one program must be compatible to all. Major revision of the course must be endorsed by the appropriate advisory committee and, depending upon the magnitude, may require State Board approval as a change in the basic program as designated.

c. A list of all course classifications shall be available by October 1 and May 1 each year. Objections to a request for classification or reclassification may be raised prior to October 15 or May 15 by the involved instructor or appropriate division coordinator. Objections and requests for reclassification shall be submitted to the committee on course classification, which shall review the courses and make the recommendations within 30 days. Application of any changes will be made prior to the next semester the course is taught, except State directed changes will be subject to appropriate consultation and negotiations if any bargainable effects result.

d. All course reclassification and reevaluations are to be forwarded to the Committee on Course Classification. This committee will review all reclassification and reevaluation requests in terms of the general guidelines and definitions established in the Master Contract and report its recommendations to the District Board for final action.

e. The Committee on Course Classification shall consist of four (4) individuals: 2 administrators, and 2 instructional staff members. Each group shall name one permanent member for a period of one year. The remaining members shall be named to the committee on a case-by-case basis. At no time may an instructor who originates an objection sit on the committee.

f. Recommendations for course classification or reclassification shall be directed to the District Board office through the office of Educational Services by the Committee on Course Classification.

3. Teacher-Student Load

The teacher-student load in Communications Skills 2 classes is not to exceed 30 students per class nor a total of 150 students.

a. Application of this limit does not negate the assignments described under Section F.1. above.

b. Application of this limit does waive the three (3) preparation limit of Article IV., Section I., 1., f.

4. A teacher's regular work day shall not span more than 8 continuous hours and shall include a full hour for lunch break which shall normally be allowed during the 5th or 6th hour after work begins; any deviations shall be subject to seniority preference and mutual agreement.

5. A teacher's regular work day shall contain six (6) periods maximum contact time per day, except that concentrated courses that are conducted for less than a semester shall not be subject to this limitation; nor shall programs within agriculture, health occupation's clinical and affiliation activities, supervisory management, and apprenticeship; nor funded positions under Article IV, Section D.

6. If any teacher who is teaching a full load is asked to act as a substitute teacher, he/she shall receive additional pay for such substitute teaching prorated on his/her regular schedule. A teacher whose teaching load is within the limits expressed herein may be assigned within these limits to substitute if, in his/her professional judgement, his/her regular class schedule is not jeopardized.

7. Study Committee

A joint committee of teachers and administrators shall be formed, comprised of three (3) teachers and three (3) administrators.

The duties of the committee shall be to review and develop criteria, in good faith, as this affects this section of the agreement concerning class designations and class loads.

The committee shall report its findings and recommendations to the negotiating committee of each party to be utilized in the negotiation of the corresponding article in the successor agreement.

8. Teacher Responsibility

Teachers have the professional responsibility for preparing for classes and evaluating student work and such supplementary work as is necessary to maintain the educational function.

Teachers shall be available on a scheduled basis for consultation and advice. Teachers are to use their non-assigned or unscheduled portions of the day within or outside the school for professional purposes; however, the teacher shall always be available for communications with the school.

9. Article IV Section I Subpoint 4 and 5 shall be waived for Apprenticeship Staff.

SECTION J. TEACHER EVALUATION

1. Staff are subject to formal professional analysis and evaluation by general observations.

2. Formal professional analysis is an evaluation in which the administrator or supervisor visits the classroom and evaluates instruction. The evaluation form to be used by general classroom teachers is attached. (See Appendix B). The evaluation form to be used by counselors, those involved in individualized instruction, and non-instructional activities is attached (See Appendix B; a joint committee of two administrators and two teachers shall devise and recommend this form to the bargaining committee for the successor agreement).

3. Evaluation by general observation of employee performance within or without the classroom of a commendatory or non-commendatory nature such as interpersonal relationships with staff and students, professional growth, conduct with respect to board policy, contract obligations, and similar items may be placed in the teacher's file subject to other provisions of this agreement.

4. Within three (3) school days after any evaluation, copies of the evaluation shall be given to the evaluated instructor, and copies shall be placed in the individual's file. At the teacher's request, copies of his comments regarding any evaluation shall be placed with the supervisor's report in the individual's file.

5. The responsible administrator or supervisor, after having made an evaluation, shall assist the teacher if assistance is needed or requested.

6. Nothing contained in this section shall be construed to deny a teacher the right of redress contained elsewhere in this contract.

SECTION K. TEACHER FILES

1. Official teacher files shall be maintained for each teacher. Teachers shall continue to have access to their files.

2. No other personnel file or any material, record, or the like may be kept on any teacher for any purpose, except that material received in confidence from previous schools or employers shall remain in confidence.

3. Commendatory or non-commendatory material may be placed in the teacher's file. The teacher shall receive a copy of any non-commendatory material at the time it is placed in the file. The teacher shall then have the right to answer or qualify any material filed and said answer shall be attached to the material in the file. The teacher shall also have the right to dispute the accuracy of the material contained; and if his dispute is sustained, the materials shall be removed. In no case shall any material of non-commendatory nature remain in the file for over three years. However, non-removal does not necessarily imply a basis for action if such material does not demonstrate a continuing or consecutive breach of rules governing the work force.

4. The above shall not hinder development or use of payroll records, sick leave, and such other related records necessary for operational purposes.

SECTION L. SUMMER SCHOOL

1. Summer school shall be staffed in the following manner: present teachers on the campus shall be entitled to the first opportunities for appointments. Positions will be filled by the senior qualified person.

2. Summer school assignments that are likely to be available will be posted in the campus administrative office no later than five (5) weeks prior to the start of the summer session. Teachers should indicate in writing on the posting those courses (time and session) they will be available to teach, no later than four (4) weeks prior to the start of the summer session.

3. On the last student contact day of the second semester, the employer shall make a determination as to the status of each course to be run during the summer session.

4. By 5:00 p.m. the following day (records day), each teacher may make adjustments in his/her course requests by bumping into other courses requested by other contract teachers based on seniority. The teacher may not, however, bump out of courses requested which are scheduled to run according to the prior day's posting nor bump into class activities which have not been requested by the contract staff.

5. The confirmation of all assignments shall be provided immediately after the end of the second semester. Instructor having signed up for a course shall be obligated to teach that course unless bumped as provided above.

6. Any teaching assignments that become available after the date specified in "2." above shall be open to all qualified staff for bidding for a period of two (2) days or until four (4) weeks prior to the end of the second semester, whichever is later.

7. Summer school compensation shall be prorated on the basis of the individual teacher's salary for the school year. Sick leave shall be granted and accumulated at the rate of two (2) days for the full summer session. Whenever possible, the teacher's summer work schedule shall involve not more than two (2) consecutive free periods, excluding lunch break. The 4th of July holiday will be granted to summer school teachers based upon their summer school compensation.

SECTION M. EXTRA-CONTRACTUAL APPOINTMENTS (FIELD SERVICES, ETC.)

1. Staff appointments to extra-contractual activities (under Field Service program) shall continue to be on a voluntary basis and shall continue to be excluded from the terms of this agreement except as noted in this section. For work performed under this section, the rate of remuneration shall be 1/1400 of the teacher's current contract salary for each class period.

2. However, it is understood that the administration will continue to make lists of such positions available to the staff as soon as determined. Openings for extra-contractual appointments shall be posted in the campus administrative office areas so as to be accessible to the staff. Teachers will express in writing their preference for extra-contractual appointments by August 1 for the fall term and first semester, by November 7 for the winter term and second semester, and by February 7 for the spring term, or within five (5) school days of the initial posting, whichever is later. In instances where less than five (5) school days occur between the initial posting and the first session, teachers shall have at least 24 hours to express their preferences.

3. Regular teachers who have similar assignments under this agreement shall have first preference by campus for these positions on a seniority basis, except where consideration must be given to requests for special instructors made by business or industry.

4. Any teacher who, without mutual agreement, fails to complete his/her extra-contractual activity shall lose the right of first preference to such appointments for the subsequent time the activity is offered.

5. A teacher who accepts an extra-contractual assignment shall not be disciplined or dismissed with regard to that assignment without just cause.

6. Disputes regarding Items 1 through 5 above shall be subject to arbitration by a mutually agreed upon arbitrator.

SECTION N. SAFETY & HEALTH

1. The Board shall make reasonable provisions for the safety and health of its teachers while in the pursuit of their duties. All teachers are expected to cooperate to the best of their abilities in the prevention of accidents to themselves, fellow employees, and students.

2. For the overall protection of students, any available information on physical or mental disabilities shall be made known to the teacher. The teacher shall keep such information in mind as he/she carries out his/her duties.

3. The board shall continue to provide General Liability insurance coverage against claims which occur from the teacher's performance of duties.

4. The rooms wherein the teachers are assigned teaching duties shall have adequate lighting, heating, and ventilation, and shall be regularly cleaned by the custodial staff. Shop instructors shall supervise student clean-up in their respective work areas.

SECTION O. TEACHING MATERIALS

1. Teachers shall have the right to recommend textbooks and other teaching aids and devices. Such recommendations are to be submitted through the immediate supervisor.

2. Materials or devices created as part of the officially assigned teacher responsibility shall be the property of the Board.

   a. The Board shall patent or copyright all such material or devices in its own name; however, such items shall bear the name(s) of the creator(s).

   b. All profits from the production of said material or device shall be returned by the publisher or agent to the school. The profits shall be placed in a research fund to stimulate such creations.

3. When the materials or devices are created by an individual teacher on his own time, the following provisions shall apply:

   a. Any written material or patentable projects in the development form may be prepared at school expense and sold through the bookstore at the cost of production and handling if used in NWTC classes.

   b. Such materials may be sold by NWTC at cost to other Wisconsin vocational schools. However, such schools shall not have any reproduction rights.

   c. The copyright and royalties are the property of the individual if the material has been created solely at the author's expense on his own time.

SECTION P. FAIR DISMISSAL POLICY

1. A teacher hired by the Board shall serve a three (3) year probationary period. During this period, the teacher must be given guidance, assistance, and recommendations for improvement by the supervisory staff.

2. A teacher shall not be dismissed, non-renewed, suspended or discharged except for just cause; but this shall not abridge the normal management rights as regards probationary employees. Such action against any teacher shall follow these specific procedures:

   a. Notification in writing to the teacher of dismissal, including reason for such action.

   b. Notification in writing to the Association President of dismissal of a teacher, including reason for such action at the time the teacher receives such notification.

c. The teacher shall have the option of hearing with full benefit of representation and counsel before the Board within 35 days after receipt of notification or in the alternative, may initiate a grievance in accordance with the prescribed grievance procedure. If dismissal was found to be unjustified, then full pay and benefits will accrue to the teacher during this period.

d. If the teacher and/or the Association are not satisfied with the Board action that fair and equitable procedures have been followed or that the decision as to the teacher's dismissal was not entirely impartial judgment, the employee and/or the Association shall have the right to appeal said decision to arbitration in accordance with the prescribed grievance procedure as outlined in this agreement beginning immediately at step three.

SECTION Q. DUES CHECK-OFF

The Board agrees to deduct Association dues on a continuing basis from the wages of each teacher who voluntarily authorized such deductions, or until otherwise notified by the teacher. See dues deduction authorization form, Appendix C.

SECTION R. CONTRACT PRINTING

The Board shall furnish one (1) copy of this contract to every teacher hired under provisions of this contract and shall furnish the Faculty Association with an additional 50 copies.

SECTION S. LETTER OF APPOINTMENT

DATE

INSTRUCTOR'S NAME
INSTRUCTOR'S ADDRESS

Dear _____:

You have been appointed to: _____ (describe activity) for the 19 ___ - ___ school year, plus _____ additional weeks. Your salary schedule placement level for the period will be _____ at _____ (subject to final Master Contract Agreement).

Sincerely,

District Director

I accept the above appointment for my ensuing school year.

_____ _____
DATE INSTRUCTOR'S SIGNATURE

ARTICLE V. SCHOOL CALENDAR

SECTION A. LENGTH OF SCHOOL YEAR

1. School Calendar, Appendix D

SECTION B. CONVENTIONS

All teachers shall be allowed to attend the WVA annual spring convention. Classes will not be in session, and those teachers who do not attend these conventions shall report for in-service duty. There shall be no minimum percentage membership requirement in order to close school.

The Association shall be allowed to send its allowed number of delegates up to eight (8) to professional WEA Convention and area conventions. Other qualified staff members shall, without pay, substitute for the delegates who shall suffer no loss in pay. The Association shall be allowed to designate such convention days.

ARTICLE VI. LEAVES OF ABSENCE AND LIMITED TERM EMPLOYEES

SECTION A. SICK LEAVE AND EMERGENCY LEAVE

1. Ten (10) school days of sick leave credit shall accrue to each teacher per year. This benefit shall be cumulative, and ten full days, or such portion of ten as has not been used, may accumulate up to a total of 60 days, inclusive of the allowance for the current year in which used. No deduction will be made from the salary of any teacher for absence due to sickness provided such absence does not exceed the accumulated number of days available for this purpose. Where sick leave benefits exceed cumulations in a given year, only such portion of benefits as have been earned during the remainder of the year may be adjusted, applied, and paid with final salary installment for the year. Such leave is subject to verification.

2. Part-time day school teachers with a fifty percent (50%) teaching load or greater shall earn sick leave credit on a prorated basis.

3. If a teacher has exhausted his sick leave due to a prolonged period of illness, it shall be the policy of the Board to pay that teacher the difference between his salary and that of a substitute for a period of the contract.

4. The use of sick leave because of illness or death shall be allowed as follows:

   a. A teacher may use sick leave with pay for absence necessitated by incapacitating personal illness or injury or emergency dental care. Sick leave may also be used in the event of serious illness or death in the immediate family. The immediate family is interpreted to include: mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or others who are members of the teacher's household. Sick leave may not be applied to cases where the teacher's presence is required as a nurse, or as a caretaker, or to provide for the operation of the family on account of sickness in the family. Sick leave may not be applied to absence for physical examinations required for initial employment.

   b. Absence for funerals other than those of the immediate family shall be limited to two (2) half days per year.

5. The Board shall annually advise all teachers as to the number of days of their cumulative sick leave.

6. Emergency Leave. This leave shall not be charged against sick leave. Salary deductions for absence will be made only for violation of the following conditions:

If the Board or its agents believes that any teacher has abused the privileges of this provision, the teacher shall be charged with an unapproved absence and pay shall be deducted from the teacher's salary at the rate of 1/1330 of annual salary for each hour of unapproved absence.

This leave shall be granted in accordance with the following provisions:

a. Two (2) days of non-accumulating emergency leave may be granted each year.

b. For one such day, such leave shall be used only in situations of urgency for the purpose of conducting those affairs which are impossible to transact after school hours or during weekends; no such restrictions shall apply to the other day.

c. A form for reporting such leave will be available in all schools. Copies will be provided for teacher and supervisor. (Appendix G).

7. In all cases of above leaves, the teacher shall notify the office of Post-Secondary Education at the earliest possible opportunity.

SECTION B. LEAVES OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay shall be granted by the Board upon mutual agreement with the employee or representative. Such leave of absence shall be granted for study related to the teacher's license field, study to meet eligibility requirements for a license other than that held by the teacher, or acceptance of any position that can be considered to upgrade the teacher's ability and therefore, be to the advantage of the school, or for bona fide full-time Association service. Teachers shall return to their previous positions, if they so desire, by notifying the Board by February 1 of the year of leave, or upon the date agreed upon at the time of approval of the leave of absence.

2. Leaves of absence granted in this section shall not receive credit toward annual salary increments on the schedules appropriate to their rank unless agreed to by the Board at the time the leave is granted.

3. The Board agrees to recommend to the Teachers' Retirement Board that the time spent on leave of absence be granted as service credit for retirement purposes and that the employees receiving such leave of absence be permitted to pay regular monthly contributions based upon their earnable salaries as members of the teaching staff for the period of such leave.

SECTION C. MATERNITY LEAVE

1. It is the intent of both parties of this contract to subscribe to all State and Federal rulings pertaining to this section.

2. A leave of absence without pay for a period up to one (1) year shall be granted for maternity to an employee holding a continuing contract.

3. Requests for such leave shall be made to the District Director in writing three (3) months prior to the date the leave shall begin. This request shall be accompanied by a statement from the woman's physician stating projected date of delivery, indicating that in his professional judgement the woman may healthfully continue her duties until the projected date of leave, and that should conditions change at a later date, he will so advise. The request shall also contain a statement indicating the date upon which the instructor intends to return to work. These dates are limited to the beginning of each semester. The instructor must verify the date of her return, in writing, to the District Director by the beginning day of the semester prior to her return to duty.

4. A teacher granted such leave shall retain all benefits as if she were in regular service. She shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and her absence shall not be construed as a break in service for any purpose.

5. A teacher on such leave shall be permitted to make her own and the Board's regular contributions to all insurance benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.

6. The District Director shall reinstate the teacher on maternity leave, as covered in 3. above, upon the presentation of a satisfactory medical report.

SECTION D. DISABILITY LEAVE

1. An employee who qualifies for benefits under the long-term disability provisions of this agreement shall be considered to be on Leave of Absence.

2. The teacher shall continue to accrue seniority for all purposes where seniority is a factor except that such seniority credit for salary increments shall not exceed two (2) years; and the absence shall not be construed as a breach in service for any purpose.

3. The District Director shall reinstate the teacher on leave upon the presentation of a satisfactory medical report. Such re-instatement shall commence at the beginning of the next semester providing that at least 60 days notice is given.

4. The District to pay for up to three years of health benefits or until employee reaches normal retirement, whichever occurs first. Exclusive of Cobra rights.

SECTION E. MILITARY AND GOVERNMENT SERVICE LEAVE

1. All school employees drafted for military service or appointed to government service will be granted a leave of absence.

2. Employees affected by this leave may return to the school within six (6) months after their release from military or government service. They shall be eligible for placement in the same salary bracket which they would have attained during their leaves, without loss of seniority.

3. Every effort shall be made to place returning employees with physical handicaps.

SECTION F. JURY DUTY

Teachers who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid them for such jury duty.

SECTION G. SABBATICAL LEAVE

The Board agrees that sabbatical leave is made available to members of the staff under the following limitations:

1. The leave shall not exceed two semesters.

2. All such leaves must have prior approval of the Board.

3. Leaves must be for the purpose of obtaining advanced degree or specific professional experience, for which remuneration is less than the pay the instructor would receive on the staff. Such educational experience should be of the nature that could not be obtained otherwise.

4. Applicants must have completed at least six (6) years of service with the Board.

5. Applications for such leave must be made in writing to the Northeast Wisconsin VTAE District Board.

6. The Board shall meet with the members of the Association to determine the granting of sabbatical leave with final determination resting with the Board.

7. No more than two (2) members of the staff may be granted such leave for any year.

Any instructor granted sabbatical leave shall receive one-half pay, based on the teacher's salary for the year of the sabbatical leave. Any teacher on sabbatical leave shall maintain all benefits of employment. Those granted sabbatical leave shall sign a non-interest bearing note to guarantee to teach or work for the Board at least two (2) years upon returning from such leave. Such a note shall provide that in the event of death, incapacitating injury, or mutual agreement, the note shall be cancelled.

SECTION H. LIMITED TERM EMPLOYEES

If a person is hired to replace a bargaining unit member who has been granted a leave of absence and the position has an expectation of lasting more than one full semester or is contracted for more than one full semester, said individual shall be considered a Limited Term Employee. In the case where a person replaces an individual bargaining unit member who has been granted a leave of absence, has an expectation of less than one semester, but subsequently said leave is extended so that it then has an expectation of more than one semester from date of hire, said individual shall be considered a Limited Term Employee from the date of the change in status.

All limited term employees shall be subject to the Fair Share provision of this contract. Contract provisions which apply shall be the following:

1. Salary Schedule

2. Health Insurance

3. Life Insurance

4. Sick Leave

5. Article IV, Section I
6. Article III, Section D

In addition to the above, the grievance procedure (Article VII) as it applies to the above items shall apply.

In the event that a Limited Term Employee shall subsequently fill a permanent position without a break in service, seniority shall date from the first day of employment as a limited term employee. The three year probationary period shall still commence with the beginning of the date the permanent position was filled.

Employment shall cease for said Limited Term Employees when the leave of absence of the regular employee expires or upon actual return of the regular employee whichever is earlier.

ARTICLE VII. GRIEVANCE PROCEDURES

SECTION A. DEFINITIONS

1. A grievance is a complaint by an employee in the bargaining unit, or the Association, where a policy or practice is considered improper, or unfair; where there has been a deviation from, or the misinterpretation or misapplication of a practice or policy; or where there has been a violation, misinterpretation or misapplication of any provision of any agreement existing between the parties hereto.

2. Wherever the term "school" is used, it is to include work location or functional division or group in which a grievance may arise. Wherever the term "area coordinator" is used, it is to include the administrator or coordinator of any work location or functional division or group. Wherever the term "Director" is used, it is to include the director or any designee of the Board upon whom the Board has conferred authority to act in the Director's place. Wherever the term "teacher" is used, it is to include any member or members of the bargaining unit. Wherever the term "building representative" is used, it is to include the Association building representative or his/her designee.

SECTION B.

1. The Association shall have the right to present, process, or appeal a grievance at any level in its own behalf.

2. The teacher shall have the right to be represented by counsel or any additional persons he/she deems necessary at any step in this procedure.

3. If a grievance is of such a clear and present nature as to require immediate action, the Association may appeal to the Director immediately after the informal step.

4. The grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

5. No decision or adjustment of a grievance shall be contrary to any provision of this agreement existing between the parties hereto.

6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to submit an appeal at the next step of this procedure.

7. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

8. The Board or its designee shall make arrangements to allow reasonable time without the loss of salary for Association representatives to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Director, after consultation with the executive committee of the Association, shall make the final determination.

9. All grievances will be processed via forms hereby attached at Appendices E and F.

SECTION C. PROCEDURE FOR ADJUSTMENT OF GRIEVANCE

Grievances shall be presented and adjusted in accordance with the following procedures:

Any teacher within the bargaining unit with a grievance may first discuss the matter with the area administrator, either directly or accompanied by the Association representative, with the object of resolving the matter informally.

STEP 1 In the event that the matter is not resolved informally, the grievance stated in writing may be submitted to the Director and Association representative within forty-five (45) calendar days of the act or knowledge of the act or condition which is the basis of the grievance.

a. Within three (3) school days after receiving the grievance, the Director shall communicate his/her (their) decision in writing, together with the supporting reasons.

b. The Director shall furnish one copy to the teacher who submitted the grievance, and two copies to the Association representative.

STEP 2 If the grievance has not been resolved satisfactorily within three (3) school days after receiving the decision of the Director, the aggrieved teacher and/or the Association may appeal the decision at Step 1 to the Board. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

a. The Board shall hold a hearing on the grievance at the next subsequent Board meeting. It is understood that the appeal must be presented prior to noon on the date of the agenda deadline. Such hearing shall be private.

b. The aggrieved teacher, Association representative, the school administrator, the chairman of the Association grievance committee, or his/her Association designee, and the Director shall be given at least two (2) school days notice of the hearing.

c. The aggrieved employee shall be present at the hearing except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Board is one of interpretation of a provision or any agreement between the parties thereof or of what is established policy or practice.

d. Within five (5) school days after the hearing on the appeal, the Board shall communicate its decision, in writing, together with the supporting reasons to all parties present at the hearing.

STEP 3 If the decision of Step 2 is rendered unsatisfactory to the aggrieved party, the Association may, within forty-five (45) calendar days, appeal the decision of the Board directly to the Wisconsin Employment Relations Commission for arbitration.

a. The decision of the arbitrator shall be in writing and shall set forth his/her opinions and conclusions on the issues submitted to him/her at the hearing and in writing.

b. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both parties will abide by it.

c. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this agreement.

ARTICLE VIII. BULLETIN BOARDS AND SCHOOL FACILITIES

SECTION A. BULLETIN BOARDS

The Association shall be provided adequate bulletin board space in a place readily accessible to all teachers. Such space shall be used for the posting of notices and other material relating to Association activities. The bulletin board space allocated shall be identified with the name of the Association. The president of the Association or his/her representative shall have the responsibility for posting material on the bulletin board.

SECTION B. MAIL BOXES

The Association shall have the right to place material in the mail boxes of teachers and other professional employees. Placement will be made by the authorized representative of the Association.

SECTION C. MEETINGS IN THE SCHOOL

1. On twenty-four hours' notice to the administration of the school, the authorized representative of the Association shall have the right to schedule meetings in the building before and after regular duty hours and during lunch time of the employees involved, except that such meetings shall not conflict with previously scheduled meetings or activities in time or location. No meetings will be permitted at times when the building is not serviced by maintenance staff.

2. Announcements of general interest can be read by staff members at any staff meetings, provided administration is notified in advance of the announcements and consents to such readings.

SECTION D. BOARD AGENDA

1. The Association shall, upon its request, be provided with copies of minutes of Board meetings as soon as possible after such meetings.

2. A copy of the official agenda of such meetings will be given to the Association prior to said meetings. The Association shall, upon its request, be entitled to appear on the Board agenda and/or to speak on any issues of said agenda before a vote is taken on such issues.

ARTICLE IX. CONFORMITY TO LAW, SAVING CLAUSE

SECTION A.

If any provisions of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable to be performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the Association.

SECTION B.

In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

CONFORMITY TO LAW: NON-DISCRIMINATION

It is agreed that both parties to this contract shall support non-discriminatory employment practices and that nothing in this agreement shall violate the rights of any individual based on sex, race, creed, religion, or handicap.

ARTICLE X. DURATION OF AGREEMENT

SECTION A.

In accordance with Wisconsin Statutes, this agreement and each of its provisions, shall be binding on both parties from August 24, 1987, and shall continue in force and effect through August 23, 1989.

SECTION B.

Negotiations for subsequent agreements will commence no later than February 1, 1989.

ARTICLE XI. AGREEMENT

SECTION A.

This agreement covers wages, hours and working conditions for the period listed and any other statements, policies, rules, or regulations conflicting with this agreement are subject to the terms of this agreement.

SECTION B.

With regard to matters not covered by this agreement, the Board agrees that it will make no changes in existing policy regarding wages, hours, and working conditions without appropriate prior consultation and negotiations with the Association.

SECTION C.

Negotiations may be initiated at the written request of either party. The collective bargaining representatives of the Board and the Association shall meet, unless mutually agreed, within four (4) days of the receipt of the communication and shall continue to meet until either the matter being negotiated has been resolved by agreement, or an impasse has been reached and mediation procedures to resolve the disagreement have been invoked.

EMPLOYER	ASSOCIATION BARGAINING COMMITTEE
TITLE _____	TITLE _____
DATE _____	DATE _____

ADDENDUM

A joint Field Service Committee of teachers and administrators shall be formed, comprised of three (3) teaches and three (3) administrators.

The duties of the committee shall be to review and develop criteria as it affects the agreement concerning Field Service courses.

The committee shall report by February 1, 1989, its findings and recommendations to the negotiating committee of each party to be utilized in the development of a workable definition.

APPENDIX A-I

NORTHEAST WISCONSIN TECHNICAL COLLEGE DISTRICT

SALARY SCHEDULE

EFFECTIVE AUGUST 24, 1987 THRU AUGUST 23, 1988

STEP PLACEMENT	B	B+8	B+16	B+24	MC	M
1	18,560	18,880	19,200	19,520	19,840	20,480
2	19,575	19,895	20,215	20,535	20,870	21,545
3	21,645	21,965	22,285	22,605	22,950	23,645
4	22,590	22,910	23,230	23,550	23,955	24,760
5	23,535	23,855	24,175	24,495	24,955	25,875
6	24,485	24,805	25,125	25,445	25,960	26,985
7	25,425	25,745	26,065	26,385	27,010	28,255
8	26,370	26,690	27,010	27,330	28,060	29,520
9	27,320	27,640	27,960	28,280	29,115	30,790
10	28,260	28,580	28,900	29,220	30,165	32,060
11	29,210	29,530	29,850	30,170	31,225	33,330
12	30,160	30,480	30,800	31,120	32,330	34,745

1. Those instructors obtaining +8, +16 and +24 approved credits beyond their Master Craftsmen or Masters column shall receive $320 for +8 credits; $640 for +16 credits; and $960 for +24 credits.

2. For the purpose of this agreement, employees in the 12th step of the salary schedule for the 1985-86 school year shall receive an added $500.

689215

757525

APPENDIX A-II

NORTHEAST WISCONSIN TECHNICAL COLLEGE DISTRICT

SALARY SCHEDULE

EFFECTIVE AUGUST 24, 1988 THRU AUGUST 23, 1989

STEP PLACEMENT	B	B+8	B+16	B+24	MC	M
1	19,300	19,620	19,940	20,260	20,605	21,295
2	20,355	20,675	20,995	21,315	21,680	22,405
3	22,505	22,825	23,145	23,465	23,840	24,590
4	23,490	23,810	24,130	24,450	24,880	25,745
5	24,470	24,790	25,110	25,430	25,925	26,910
6	25,460	25,780	26,100	26,420	26,965	28,060
7	26,440	26,760	27,080	27,400	28,060	29,380
8	27,420	27,740	28,060	28,380	29,155	30,700
9	28,410	28,730	29,050	29,370	30,255	32,020
10	29,390	29,710	30,030	30,350	31,345	33,340
11	30,375	30,695	31,015	31,335	32,445	34,660
12	31,365	31,685	32,005	32,325	33,595	36,130

1. Those instructors obtaining +8, +16 and +24 approved credits beyond their Master Craftsmen or Masters column shall receive $320 for +8 credits; $640 for +16 credits; and $960 for +24 credits.

2. For the purpose of this agreement, employees in the 12th step of the salary schedule for the 1986-87 school year shall receive an added $500.

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787 720

APPENDIX B

FORM FOR FORMAL PROFESSIONAL ANALYSIS

PRE-OBSERVATION CONFERENCE FORM

_____ SEMESTER, 19 ____ - ____

INSTRUCTOR _____ DATE _____

COURSE _____ COURSE NUMBER _____

OBJECTIVES:

CONTENT TO BE COVERED:

METHODS/TEACHING STRATEGIES:

HOW DO YOU (AS AN INSTRUCTOR) DETERMINE IF OBJECTIVES ARE MET?

SEMESTER, 19 ___ - ___

INSTRUCTOR _____ DATE _____

COURSE _____ COURSE NUMBER _____

INSTRUCTIONS: Check the appropriate line(s) for type of instructional activity.

___ Lecture	___ Shop
___ Discussion	___ Experimentation
___ Demonstration	___ Individual Study
___ Laboratory	___ Other

INSTRUCTIONS: Check the appropriate item for each statement of the teaching performance. Space for comment is provided below.

	Competency Evident	Needs Improvement	Does Not Apply For This Class Lab or Shop
A. INTRODUCTION OF LESSON			
1. Presentation (Content, Effect)	____	____	____
2. Organization	____	____	____

Comments: Observer -

Instructor -

B. PRESENTATION OF LESSON			
1. Competency in presentation.	____	____	____
2. Objectives defined and known.	____	____	____
3. Presentation consistent with lesson and course objectives.	____	____	____
4. Utilized various teaching methods. (Discussion, reports, demonstrations, etc.)	____	____	____
5. Utilized teaching aids effectively.	____	____	____
6. Illustrations and work clear and understandable.	____	____	____

	Competency Evident	Needs Improvement	Does Not Apply For This Class Lab or Shop
7. Lectures, general presentation, discussion understandable.	____	____	____

Comments: Observer -

Instructor -

C. ENCOURAGE STUDENT PARTICIPATION IN:

1. Contributing to instructional activity.	____	____	____
2. Note taking, use of assignments and/or job sheets.	____	____	____
3. Value judgments (safety, time utilization, etc.).	____	____	____

Comments: Observer -

Instructor -

D. INSTRUCTOR CHARACTERISTICS:

1. Enthusiasm for subject and teaching.	____	____	____
2. Sensitive to students' needs and opinions.	____	____	____
3. Fair and impartial treatment of students.	____	____	____
4. Sound adult student relationship.	____	____	____
5. Voice, diction and delivery.	____	____	____
6. Recognition of student differences (grading, assignments or jobs, individual assistance).	____	____	____

Comments: Observer -

Instructor -

	Competency Evident	Needs Improvement	Does Not Apply For This Class Lab or Shop
E. PHYSICAL CONDITIONS			
1. Teaching areas organization (system of storage distribution of equipment, etc.)	____	____	____
2. Room environment (lights, equipment, etc.).	____	____	____
3. Safety practice evident.	____	____	____

Comments: Observer -

Instructor -

F. POST-OBSERVATION CONFERENCE COMMENTS:

SIGNED _____ SIGNED _____

(INSTRUCTOR) (OBSERVER) (DATE

APPENDIX C

DUES AUTHORIZATION FORM

EFFECTIVE AFTER SEPTEMBER 15, 1974

I hereby authorize the NWTC District Board to deduct monthly from my earnings on the 15th of each month and transmit to the Treasurer of the NWTC Faculty Association (the recognized bargaining unit) an amount as certified each school year by the Treasurer of the Association and that such authorization for deduction of dues shall continue in force until my employment terminates or upon written revocation thirty (30) days prior to the first payday of the ensuing school year.

_____
(MEMBER'S NAME - PRINTED)

_____
(MEMBER'S SIGNATURE)

_____
(DATE)

APPENDIX D-I

NORTHEAST WISCONSIN TECHNICAL COLLEGE

1988-89 ACADEMIC CALENDAR

JULY

MON	TUE	WED	THU	FRI
				1
4 H	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST

MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31 O		

SEPTEMBER

MON	TUE	WED	THU	FRI
			1 T	2 T
5 H	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THU	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24 H	25 -
28	29	30		

DECEMBER

MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26 H	27 -	28 -	29 -	30 -

JANUARY

MON	TUE	WED	THU	FRI
2 H	3 -	4	5	6
9	10	11	12	13
16	17	18	19 R	20 B
23	24	25	26	27
30	31			

FEBRUARY

MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH

MON	TUE	WED	THU	FRI
		1	2	3 T
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27 H	28 -	29 -	30 -	31 -

APRIL

MON	TUE	WED	THU	FRI
3	4	5	6	7
10	11	12	13 C	14 C
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29 H	30	31		

JUNE

MON	TUE	WED	THU	FRI
			1	2
5 R	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Instructional Days 174

CON	Convention	2
(T)	In Service	3
(R)	Record	2
(H)	Holiday	6
(-)	Recess	-
(O)	Orientation	(½)

Employees in programs which are not designed to fit the standard academic calendar shall be obligated for a comparable number of days including in-service, holidays, records days, instructional days and convention days.

Faculty required to teach during orientation, records or convention days (i.e., apprenticeship), shall receive release time for corresponding activities elsewhere during the term by mutual agreement.

APPENDIX D-II

NORTHEAST WISCONSIN TECHNICAL COLLEGE

1989-90 ACADEMIC CALENDAR

JULY

MON	TUE	WED	THU	FRI
3	4 H	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST

MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	28	30 O	31 T	

SEPTEMBER

MON	TUE	WED	THU	FRI
				1 T
4 H	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER

MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER

MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23 H	24 -
27	28	29	30	

DECEMBER

MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25 H	26 -	27 -	28 -	29 -

JANUARY

MON	TUE	WED	THU	FRI
1 H	2 -	3	4	5
8	9	10	11	12
15	16	17	18 R	19 B
22	23	24	25	26
29	30	31		

FEBRUARY

MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

MARCH

MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9 T
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APRIL

MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12 C	13 C
16 H	17 -	18 -	19 -	20 -
23	24	25	26	27
30				

MAY

MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28 H	29	30	31	

JUNE

MON	TUE	WED	THU	FRI
				1
4 R	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Instructional Days 174

CON	Convention	2
(T)	In Service	3
(R)	Record	2
(H)	Holiday	6
(-)	Recess	-
(O)	Orientation	(½)

Employees in programs which are not designed to fit the standard academic calendar shall be obligated for a comparable number of days including in-service, holidays, records days, instructional days and convention days.

Faculty required to teach during orientation, records or convention d , (i.e., apprenticeship), shall receive release time for corresponding activities elsewhere during the term by mutual agreement.

APPENDIX E

NORTHEAST WISCONSIN VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

FORM FOR FILING GRIEVANCE

DATE _____

AGGRIEVED PERSON _____

BASE SCHOOL _____

PERSON SUBMITTING THIS REPORT, IF OTHER THAN THE AGGRIEVED PERSON _____

GRIEVANCE FILE WITH _____

DATE FACTS BECAME KNOWN _____

ARTICLE _____ SECTION _____ PARAGRAPH _____ ALLEGEDLY VIOLATED

WHAT PREVIOUS ACTION HAS BEEN TAKEN TO RESOLVE THE PROBLEM?

_____

_____

_____

GRIEVANT EXPLANATION OF ALLEGED VIOLATION:

RELIEF REQUESTED:

COPIES OF THE REPORT SENT TO THE FOLLOWING:

APPENDIX F

NORTHEAST WISCONSIN VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

FORM FOR ANSWERING ALLEGED GRIEVANCE

DATE _____

NAME OF PERSON ANSWERING GRIEVANCE _____

NAME OF GRIEVANT _____

NAME OF PERSON FILING GRIEVANCE
IF OTHER THAN GRIEVANT _____

COPIES SENT TO:

ANSWER TO GRIEVANT:

APPENDIX G

NORTHEAST WISCONSIN TECHNICAL INSTITUTE

ABSENCE REPORT

Date _____

Name _____

I. ☐ Marinette ☐ Green Bay ☐ Sturgeon Bay

II. ☐ Admin. ☐ Clerical ☐ Instructional ☐ Para-Prof. ☐ Custodial ☐ Other

III. Employee is ☐ Full Time ☐ Less than Full Time

IV. Dates Requested/Absent

Dates: _____

1) ☐ Illness, self
2) ☐ Illness, family member (describe)
3) ☐ Funeral, family member
4) ☐ Funeral, non-family member
5) ☐ Jury Duty

V. Indicate total hours requested/absent

Hours: _____

6) ☐ Paid Leave of Absence (describe)
7) ☐ Unpaid Leave of Absence (describe)
8) ☐ Emergency Leave (describe)
9) ☐ Vacation/Non-Contract Time
10) ☐ Other (describe)

Description: _____

_____

_____ _____

Date Employee Signature

ROUTING PROCEDURE:

Emergency leave, paid or unpaid leave requests (items 6, 7, 8) Route to – Supervisor, Campus Administrator, Payroll.
All other absence reports Route to – Supervisor & Payroll.

Recommendation/Comment: _____

_____

Supervisor

☐ Approve
☐ Disapprove

_____

Signature

Paid, Unpaid and Emergency Leave

☐ Approve ☐ Approve
☐ Disapprove ☐ Disapprove

_____

Administrator and/or Director

ORIGINAL–PAYROLL YELLOW COPY–SUPERVISOR PINK COPY–EMPLOYEE

APPENDIX H

APPLICATION FOR

NWTC MASTER CRAFTSMAN CLASSIFICATION

PART I

DATE _____

TO: Administrator of Educational Services

1. I, _____, wish to request
(INSTRUCTOR'S NAME)
prior approval for candidacy for the Master Craftsman Classification as described in the Master Contract now in effect.

2. Eligibility: Candidacy is based upon the following: _____

_____

_____

_____

_____

3. Justification: State reasons candidacy is requested for Master Craftsman. (Use back of sheet if required).

_____ INFORMAL MEETING DATE _____ APPROVED _____ DISAPPROVED

REASON/RATIONALE

_____

_____

_____

_____
SIGNATURE

APPLICATION FOR

NWTC MASTER CRAFTSMAN CLASSIFICATION

PART II

Program for attainment of the Master Craftsman Classification as described in the Master Contract now in effect.

DATE _____

1. Certification: Certification must be complete prior to attainment of Master Classification (may be taken in conjunction with program, but credits do not apply to credits required below).

   Certification Date _____

2. Twenty-four (24) approved semester credits, beyond certification are required as follows:

   A. Related Academic Activities - at least 12 credits relating to instructional area required.

   _____
   _____
   _____
   _____
   _____

   B. Instructional Skill Building

   Each candidate shall earn at least six (6) credits or credit equivalencies in subject areas designed to increase the instructional skills of the instructor.

   _____
   _____
   _____
   _____
   _____

   C. Occupational Experience

   New occupational experience approved in advance may be used for credit at the rate of one credit for each 173 hours of said experience. Each candidate shall earn at least three (3) such credits or credit equivalencies.

   _____
   _____
   _____
   _____
   _____

PART II (CONTINUED)

D. Electives

The prescribed program shall contain provisions for three (3) credits of electives selected by the participant within the categories A, B, and C described above.

_____

_____

_____

_____

_____

E. Institutes, Seminars and Workshops

Approved institutes, seminars, and workshops shall carry one full credit for each 40 hours of full week unless credits are assigned by the sponsors in which case said assigned credits shall be used.

_____

_____

_____

_____

_____

F. Variations

Variations in the above requirements may be made by the Educational Services Administrator, subject to a letter of understanding and agreement from the Faculty Association.

All credits earned shall be verified by submitting original transcripts, official letters verifying occupational experience, or other records substantiating institute, seminar, or workshop attendance to the District Director.

TEACHING ASSIGNMENTS
HOUR - PERCENT LOAD
BREAKDOWN

	GROUP	GROUP	GROUP	GROUP				GROUP	
	I	II	III	IV				V	
	30	26	24	21	20	19	22	35	
PERIODS									PERIODS
1	3	4	4	5	5	5	5	3	1
2	7	8	8	10	10	11	9	6	2
3	10	12	13	14	15	16	14	9	3
4	13	15	17	19	20	21	18	11	4
5	17	19	21	24	25	26	23	14	5
6	20	23	25	29	30	32	27	17	6
7	23	27	29	33	35	37	32	20	7
8	27	31	33	38	40	42	36	23	8
9	30	35	38	43	45	47	41	26	9
10	33	38	42	48	50	53	45	29	10
11	37	42	46	52	55	58	50	31	11
12	40	46	50	57	60	63	55	34	12
13	43	50	54	62	65	68	59	37	13
14	47	54	58	67	70	74	64	40	14
15	50	58	62	71	75	79	68	43	15
16	53	62	67	76	80	84	73	46	16
17	57	65	71	81	85	89	77	49	17
18	60	69	75	86	90	95	82	51	18
19	63	73	79	90	95	100	86	54	19
20	67	77	83	95	100	105	91	57	20
21	70	81	88	100	105	111	95	60	21
22	73	85	92	105	110	116	100	63	22
23	77	88	96	110	115	121	105	66	23
24	80	92	100	114	120	126	109	69	24
25	83	96	104	119	125	132	114	71	25
26	87	100	108	124	130	137	118	74	26
27	90	104	112	129	135	142	123	77	27
28	93	108	117	133	140	147	127	80	28
29	97	112	121	138	145	132	132	83	29
30	100	115	125	143	150	158	136	86	30
31	103	119	129	148	155	163	141	89	31
32	107	123	133	152	160	168	145	91	32
33	110	127	138	157	165	174	150	94	33
34	113	131	142	162	170	179	155	97	34
35	117	135	146	167	175	184	159	100	35
36	120	138	150	171	180	189	164	103	36
37	123	142	154	176	185	195	168	106	37
38	127	146	158	181	190	200	173	109	38
39	130	150	162	186	195	205	177	111	39
40	133	154	167	190	200	211	182	114	40

ADDENDUM - EARLY RETIREMENT
FACULTY HEALTH BENEFIT PROGRAM CONTINUATION

The following agreement between the Faculty Association and the District Board of the Northeast Wisconsin Technical Institute resulted from bargaining for the 1985-87 Master Working Agreement between the parties. This agreement and the rights which it provides are binding on the parties and disputes thereto are subject to the contractual grievance procedure.

I. Benefit Eligibility

A. For initial eligibility, the faculty member must have 15 years of continuous service in the bargaining unit, excluding unpaid leave but including the full contract year in which application is made.

B. For initial eligibility, the faculty member must be eligible for the immediate payment of retirement benefits from the Department of Employee Trust Funds, State Teacher's Retirement System, as of the effective date of resignation for retirement.

C. Eligibility permanently ceases should the faculty member become eligible for other employer group health coverage (i.e., by virtue of spouse eligibility or as a dependent except should such coverage by "rated" or non-standard group coverage) or when said faculty member becomes eligible for Medicaid/Medicare or like successor federal health programs.

II. Application Procedure

A. All employees eligible shall receive the benefit so long as they meet the notice requirement. Notice shall consist of a timely formal resignation for the purpose of retirement. The effective date of retirement shall be at the end of a regular semester or teaching cycle.

B. Timely shall mean coincidental with the return of the statutory individual contract, or as otherwise provided by District policy (June 1) or as otherwise mutually agreed.

C. Resignation for retirement may be conditioned upon the employee meeting the initial eligibility requirements.

III. **Benefit**

A. For eligible employees a "paper benefit value" shall be determined. This value shall initially be equal to 30% of the employees regular salary during their last contract year (staff whose individual contract status has changed during the prior five (5) years shall have the 30% calculated from the most frequent contract load).

B. So long as a retiree remains continuously eligible and credits remain (IIIA) and the employee wishes, the District shall continue the District's health benefit program under the same terms and conditions as active employees, debiting each month the figure determined in IIIA above.

IV. **Duration of Benefits**

A. Benefits shall continue so long as the individual remains eligible and credits exist.

B. The "sunset provision" listed below shall act only to restrict new staff eligibility. Staff already qualified for the benefit and having credit available shall continue to receive the benefit even if beyond the sunset date.

The above program is agreed to as a separate memorandum of agreement, resulting from the 1985 contract negotiations. Except with regard to enforcing benefits for those already eligible, this agreement shall cease on August 23, 1990.

FOR THE FACULTY ASSOCIATION SPOKESPERSON/BARGAINING CHAIR	FOR THE NWTI DISTRICT BOARD SPOKESPERSON/NEGOTIATIONS CHAIR
DATE	DATE

ADDENDUM - EARLY RETIREMENT
FACULTY HEALTH BENEFIT PROGRAM CONTINUATION

The following agreement between the Faculty Association and the District Board of the Northeast Wisconsin Technical Institute resulted from bargaining for the 1985-87 Master Working Agreement between the parties. This agreement and the rights which it provides are binding on the parties and disputes thereto are subject to the contractual grievance procedure.

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C. Eligibility permanently ceases should the faculty member become eligible for other employer group health coverage (i.e., by virtue of spouse eligibility or as a dependent except should such coverage by "rated" or non-standard group coverage) or when said faculty member becomes eligible for Medicaid/Medicare or like successor federal health programs.

II. Application Procedure

A. All employees eligible shall receive the benefit so long as they meet the notice requirement. Notice shall consist of a timely formal resignation for the purpose of retirement. The effective date of retirement shall be at the end of a regular semester or teaching cycle.

B. Timely shall mean coincidental with the return of the statutory individual contract, or as otherwise provided by District policy (June 1) or as otherwise mutually agreed.

C. Resignation for retirement may be conditioned upon the employee meeting the initial eligibility requirements.

III. Benefit

A. For eligible employees a "paper benefit value" shall be determined. This value shall initially be equal to 30% of the employees regular salary during their last contract year (staff whose individual contract status has changed during the prior five (5) years shall have the 30% calculated from the most frequent contract load).

B. So long as a retiree remains continuously eligible and credits remain (IIIA) and the employee wishes, the District shall continue the District's health benefit program under the same terms and conditions as active employees, debiting each month the figure determined in IIIA above.

IV. Duration of Benefits

A. Benefits shall continue so long as the individual remains eligible and credits exist.

B. The "sunset provision" listed below shall act only to restrict new staff eligibility. Staff already qualified for the benefit and having credit available shall continue to receive the benefit even if beyond the sunset date.

The above program is agreed to as a separate memorandum of agreement, resulting from the 1985 contract negotiations. Except with regard to enforcing benefits for those already eligible, this agreement shall cease on August 23, 1990.

FOR THE FACULTY ASSOCIATION SPOKESPERSON/BARGAINING CHAIR	FOR THE NWTI DISTRICT BOARD SPOKESPERSON/NEGOTIATIONS CHAIR
DATE	DATE

NORTHEAST WISCONSIN TECHNICAL COLLEGE
HEALTH AND DENTAL PROGRAM CONSIDERATIONS

I. FUNDING CONSIDERATIONS

A. All funds shall be kept in a segregated fund. Those authorized to transfer or access and direct expenditures of such funds shall be bonded or insured against all risks of loss.

B. All benefit funds deposits and procedures shall be subject to audit by an independent Certified Public Accounting firm. Said audit to be accomplished annually. Audit results shall be provided to all interested parties. Other interested parties may at their own expense independently audit this account. The formal audit shall specifically address the following questions:

1. level of reserves
2. security of investments
3. appropriateness of deposit rates funding the program
4. stop loss levels and program risk considerations/concern

C. Funds shall be expended from the segregated account for only approved purposes. Approved purposes are those directly related to the administration and delivery of benefits. Included by specific reference are: claims, any and all forms of risk reinsurance including aggregate and specific stop loss and specific named risk coverage, audit, management, underwriting, cost containment, and such related management expenses as are necessary to proper program administration. On a case by case basis, with prior written agreement of the parties, health related educational and inservice expenses, as well as group wellness incentives and initiatives, may be charged to this fund.

D. Funds on deposit may be invested in accord with Wisconsin regulations governing the investment of public bodies. Any and all interest, earnings, or other benefits accruing shall belong to the fund and shall be credited and accounted for within the fund.

E. Funds shall be transferred from the District benefits budget and payroll deduction accounts to the segregated fund prior to the first of the month for which the benefit deposits are assessed.

II. RESERVE CONSIDERATIONS

A. At all times funds shall be reserved in the segregated account for the purpose of paying incurred but unreported and/or unpaid claims.

B. Reserve levels

1. It is recognized that reserve levels, by definition, fluctuate. Minimum reserves are targeted as a minimum level recommended by the underwriter and/or audit firm or the average monthly claims for the prior six months times three.

2. Where, auditors and/or underwriters advise a reduction in the fund balance level, such reduction shall be accomplished by deposit waiver, a freeze on deposit levels, or a reduction in deposit level. Under no circumstances will deposits be "refunded" or returned to any participant or the Board in order to reduce the fund balance.

3. In addition to the Union receiving copies of any reserve or audit recommendations, the District shall specifically draw the attention of the union to any reserve level recommendations.

C. The annual fund audit shall be directed to specifically speak to the level and adequacy of reserves.

D. Adequate fund balances recognize not only immediate incurred liability but the desirability of limiting rate fluctuation and volatility.

III. DEPOSIT RATES

A. Deposit rates shall be reflective good financial planning, risk, reserve requirements, and estimated claims/costs.

B. At least once annually, but not more than quarterly, a formal deposit rate recommendation shall be provided by the third party administrator, and/or a recognized underwriting organization, and/or the district benefits consultant and by the district administration. Such information shall be provided to the Faculty Association.

C. Final rate determination shall be made by the District. Faculty Association objections to that rate determination shall be brought through the grievance procedure beginning at the last step (arbitration).

IV. CONFIDENTIALITY CONCERNS

Confidentiality as it relates to identifiable benefit data is recognized as a critical concern. Likewise the availability of data is important for numerous reasons including: determining appropriateness of reserve levels, verifying subscriber eligibility, developing utilization statistics and program delivery data, determining the value of possible program modification, and meeting the fiscal and financial responsibilities of a public body expending public funds. To these ends:

A. Actual records shall be maintained under lock and key and shall be subject to review only by the Finance Supervisor, District auditing accountant, and Staff Administrator of Personnel.

B. Only generic statistics and data will be released to internal committees, groups, or individuals.

C. Public document requests for data or public documents which contain individual's identifiers as regard program utilization shall have those identifiers elininated before release. If the request or item is so specific that identification is still apparent, the item shall not be released except on written advice of council, by court order, or by final determination by competent authority.

D. All district employees and staff handle confidential information. Such information may deal with students, staff, grades, benefits, criminal records, ad infinitum. Benefits delivery information is viewed by the District as confidential. Disclosure of such information except within the course and scope of employment justifies discipline up to and including discharge. In addition, it is recognized that facts may also make the District and/or individuals personally liable for damages resulting from the release of such information.

V. BENEFIT ASSURANCES

The method of funding the District's benefit programs is designed to provide the benefits which would otherwise be received should the program not be self-funded. To that end, changes in legislatively mandated benefits shall be reflected automatically in the benefit specifications as of the date such changes would be effective should the program be insured.

VI. MISCELLANEOUS

A. As part of this overall agreement the parties shall review, or initial and date the benefit specifications.

B. Aggregate stop loss shall not exceed 125% of estimated claims for health benefits.

C. Individual benefit specifications (risks) may be individually insured or reinsured.

D. The transfer of plans between administrators or from ASO to insured or back shall include the transfer of all individual enrollments on the same basis as would be required between insured plans in a "change of carrier" situation under Wisconsin and insurance industry rules, regulations, and protocols.

E. Plan administration shall be substantially the same regardless of the administrator used. Benefit specifications shall be met. Where the union, after a reasonable period of transition, claims substantial material variations or lack of comparability in plan administration, the questions shall be resolved as follows. A committee of three shall be appointed to review and resolve such claim of conflict. The committee shall consist of one appointee by both the District and the Union. These two shall mutually agree to the third member (In the absence of mutual agreement, the third member shall be a WERC staff arbitrator). None of the three shall be employees or representatives of the VTAE system or its institutions or staff.

Any disputes as to the standards set forth above in item E shall be resolved by the committee.

F. The employer does hereby indemnify and shall save the Association, its Board, officers, and members harmless against any and all claims, demands, suits, or other forms of liability, including court costs arising out of the provision or administration of self-funded employee health care benefit plans, including a dental plan.

The proceeding excepts claims, demands, suits, or other forms of liability where the Faculty Association, WEAC, NEA, or their successors, affiliates, or other entities acting at their direction are a party to or support or maintain such action directly or indirectly unless any of the above mentioned groups are impleaded by the employer.

G. It is agreed that the District shall not change administrators during the term of the 1987-89 contract except if such change is made subject to interest arbitration.

H. The Benefit specifications already negotiated (as illustrated by the October benefit bid materials) shall not be changed except by mutual agreement of the parties.

WEA INSURANCE
TRUST

6522 Grand Teton Plaza P.O. Box 7338, Madison, WI 53707 1.608.833.4000
In Wisconsin Toll-Free Number 1.800.362.8250
Outside Wisconsin Toll-Free Number 1.800.356.5353

Director of Field Operations:
Dennis G. Eisenberg

Manager of Field Services:
Kim O'Brien

Field Representatives:
Peter Antonie
Paul W. Bickel
Karan Chapman
Joseph M. Cronick
Fred J. Evert
James M. Utrie

December 10, 1987

Mr. William C. Evans, Staff Administrator
Personnel Services
Northeast Wisconsin Technical Institute
2740 West Mason Street
P. O. Box 19042
Green Bay, WI 54307-9042

Dear Bill:

I am writing to confirm our intention to comply with your request that future claimants under our group long-term disability plan have their benefits calculated on the "daily" claims method rather than the "monthly" claims method formerly used. You are correct in stating that it would be necessary to document each individual claimant's actual work cycle, i.e. academic school year vs. 10 and 12-month employees. You are also correct in your assumption that claims incurred prior to 1/01/88 would continue to be paid under the monthly claims method and that the 60-calendar day waiting period would not be affected in any way.

By copy of this letter and a written report, I will be notifying our LTD Claims Department of this change in the way benefits under your group LTD program are to be administered. You should understand that individuals who are disabled longer than 12 months revert to the monthly claims method, the assumption being that those cases are relatively rare and are truly long-term disabling conditions.

I noticed you copied a number of people with your letter to me; I would appreciate it if you would forward to them a copy of our affirmative response. Thank you very much.

Sincerely,

Fred J. Evert

Fred J. Evert
Field Representative

FJE:jw

cc: Dennis Muehl
Pat Johnson
Chris Farrens

NORTHEAST WISCONSIN TECHNICAL INSTITUTE

Green Bay Campus

Dr. Gerald D. Prindiville
District Director

2740 West Mason Street
P. O. Box 19042
Green Bay, WI 54307-9042
(414) 498-5400

MEMORANDUM

To: [redacted]
From: Bill Evans
Re: Disability Benefits Per Master Agreement
Date: December 15, 1987

As part of the Master Agreement between the parties, a number of changes were made in the disability benefit provided. These additional benefit specifications are enforced until such time as and unless changes are mutually agreed to at some future date. The changes specifically added the Faculty Association Proposal 6, points (a), (c) and (d), specifically:

(a) Following a waiting period of 60 calendar days, a long-term disability benefit plan will pay the individual employee a monthly benefit equal to 90% of said employee's covered annual wage, prorated based on ~~their~~ actual working cycle, and paid for time lost during ~~their~~ actual working cycle per the WEA Trust letter attached.

(c) Implementing a pay-in premium adjustment retroactive on settlements.

(d) Indexing disability benefits.

It is understood that in interpreting the above, the Wisconsin Education Association Trust specifications of December, 1987, shall govern.

Likewise, it is agreed and understood that employees must actually apply for disability benefits on the first day eligible (61st day of disability). It is recognized that the district may, for the purposes of competitive bidding and pricing, obtain a 90-day waiting period disability so long as the district, itself, meets the specification and payment requirements of the 61st to the 90th day of disability on the same terms and conditions as would be provided by an insured program.

WCE/jt

pc: File

ERIC CLEARINGHOUSE FOR
JUNIOR COLLEGES
OCT 07 1988

NORTHEAST WISCONSIN VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT
"NWTI is an equal opportunity employer in compliance with the Title IX Educational Amendments of 1972."